
Agreement

between the

Cedar Rapids Education Association

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

2006 – 2007

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P R E A M B L E

The Board of Directors of the Cedar Rapids Community School District and the Cedar Rapids Education Association recognize and declare that providing a quality education for the students of the Cedar Rapids Community School District is their mutual desire and that the character of such education is enhanced by the quality and morale of the teaching staff and those support personnel who work directly with students. Therefore, it is the objective of the parties to this Agreement to accommodate their respective interests consistent with the foregoing principle.

ARTICLE I RECOGNITION

A. UNIT

The Cedar Rapids Community School District hereby recognizes the Cedar Rapids Education Association, which has identified itself as an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (case #94) issued by the PERB on the 27th day of June, 1975. This shall include all such personnel on an authorized leave of absence and any position hereinafter created which is not supervisory or administrative in nature.

The unit described in the above certification is as follows:

INCLUDED: All professional, non-administrative staff: classroom teachers, Media specialists, counselors, nurses, project leaders, area chairpersons, special projects personnel, therapists and clinicians.

EXCLUDED: Superintendent, assistant superintendents, principals, associate principals, administrative assistants, directors, coordinators, paraprofessionals and all other persons excluded by Section 4 of the Act.

B. DEFINITIONS

1. The term "School District" or "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all persons described in Section A of this Article.
3. The term "Association," as used in this Agreement, shall mean the Cedar Rapids Education Association, or its duly authorized representatives or agents.
4. The term "school year," as used in this Agreement, shall mean the normal employee work year.

August, 2006

ARTICLE II EMPLOYEE WORK YEAR

A. WORK YEAR

The work year for continuing employees shall be one hundred ninety (190) days. The school district may require up to five (5) additional duty days for new employees. It is understood that not more than one hundred eighty (180) days shall be student contact days. The work days not designated as student contact days shall be devoted to employee inservice activities and individual preparation as determined by the school district.

It shall be the objective of the District to schedule no more than one-half of the total time on non-student contact days for employee inservice activities. Of the remaining time, six tenths (.6) shall be available for individual preparation and record keeping, the scheduling of which shall be at the discretion of the District. In the event an employee work day is lost for an emergency closing, the employee shall be free to leave as soon as responsibilities for students have been completed, as determined by the principal, supervisor or designee. The employee shall perform job related duties on any day, or partial day, scheduled in lieu thereof, if the school district schedules such day or partial day.

When inclement weather necessitates a delay in the normal beginning time, teachers shall be required to report to school at their normal workday start time, or as soon as they can reasonably arrive in consideration of their personal safety. In the event the teacher cannot safely arrive before the beginning of the student day, they may use emergency leave for the time missed. In the event school dismisses early as a result of inclement weather or any other emergency, teachers shall be dismissed as soon as their responsibility for students is completed, as determined by the principal, supervisor or designee.

Allegations of abuse related to attendance and punctuality on late start and early dismissal days shall be referred to the District Resolution Team for investigation and disposition.

B. SCHOOL CALENDAR DISTRIBUTION

The school calendar shall be distributed to employees within thirty (30) days following its adoption, but no later than May 1.

C. LEGISLATED WORK DAYS

Distribution of funding for legislated work days beyond the current 190 day contract, shall be determined by state law and/or negotiations between the Association and the District.

ARTICLE III EMPLOYEE HOURS

A. WORK DAY

The employee work day shall not exceed eight (8) hours, including duty-free lunch time and preparation time, on school premises, unless excused by the responsible administrator, but excluding paid, extra-curricular responsibilities.

However, employees may be required to attend one (1) faculty meeting of reasonable length per month beyond the normal work day, scheduled at least one (1) week in advance, and a maximum of three (3) other professionally related events, one of which shall be open house, after normal work hours and on a work day.

Employees shall also be required to attend eight (8) hours of development sessions annually, in not less than two (2) hour increments. Sessions shall be scheduled and announced no less than two (2) weeks in advance. Contractual leaves may be used when an employee cannot attend. Professional development may be different within a building/site for differing teams/groups/departments. Administrators and teachers should work together to determine the professional development needs of their building/site and how best this time can be used to improve student achievement.

On a work day when students are in attendance, preceding a school district designated holiday or vacation period, employees shall be excused after students have been dismissed for the day, provided further student supervision is not needed as determined by the principal. The foregoing shall not be construed to eliminate the employee's responsibility toward students placed under the employee's supervision during the employee's required work day.

B. PREPARATION TIME

It shall be the objective of the school district to provide employees with an average of forty (40) continuous minutes of preparation time daily. Wherever practicable, the preparation time will be provided during the time students are typically in attendance. The parties acknowledge that financial, enrollment, and scheduling limitations may adversely affect this objective. No later than thirty (30) employee working days after the start of the school year, the Superintendent and/or designee shall meet with a committee of not more than five (5) employees designated by the Association President to review those circumstances that merit consideration when this objective has not been reached.

C. DUTY-FREE LUNCH PERIOD

Except in cases of emergency, a continuous thirty (30) minute duty-free lunch period shall be provided daily for each employee.

ARTICLE IV WAGES AND SALARIES

A. RATE OF PAY

Salaries shall be determined annually as per the Salary Distribution Schedule that is attached hereto as Schedule A.

B. EXPERIENCE CREDIT

1. Newly employed teachers will be allowed credit for each full year of verified teaching experience. No teacher shall be credited with a greater number of years of experience than their actual verifiable teaching experience. Teachers shall be hired and placed as per the Hiring Guide.
2. Teachers shall receive one (1) full year of credit for ninety-five (95) duty days or more during one school year.

C. TRAINING LEVELS

For purposes of placement on the salary schedule, training levels are defined as follows:

Bachelor's Degree	-	At least a bachelor's degree.
Bachelor + 12	-	At least 12 semester hours of professional growth credits beyond the bachelor's degree.
Bachelor + 24	-	At least 24 semester hours of professional growth credits beyond the bachelor's degree.
Master's Degree	-	At least a master's degree specifically related to the field of education.
Master + 15	-	At least 15 semester hours of professional growth credits beyond the master's degree.
Master + 30	-	At least 30 semester hours of professional growth credits beyond the master's degree.
Master + 45	-	At least 45 semester hours of professional growth credits beyond the master's degree.
Doctorate	-	A doctor's degree specifically related to the field of education.

It is understood that "hours beyond" as used above means college, university, or license recertification credits earned after the completion of requirements for the teaching degrees, as shown on the official transcripts submitted to the Human Resources Office.

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Employees who advance from the BA to the BA + 12 level and from the BA + 12 to the BA + 24 level shall receive 4.5% salary increase. Employees who advance from the BA + 24 to the MA level and to any level above MA, shall receive a 5% salary increase. Employees may advance more than one level annually and shall receive the stated salary increases for each level advancement achieved.

Employees who receive their National Board Certification shall receive a 5% salary increase. Employees receiving an NBC adjustment shall be expected to maintain that certification or sacrifice the salary increase. If it becomes necessary to reduce an employee's salary because they chose not to recertify, the salary reduction shall be exactly equal to the increase that was received at the time of the original certification. NBC teachers who recertify shall receive an additional 5% salary increase. The District shall reimburse NBC teachers the full application and processing cost for recertification, if such reimbursement is not available from the state and upon successful achievement of recertification. NBC teachers who declare in writing to the office of human resources their intent to retire within three (3) years of their recertification date shall not be required to recertify and shall not be penalized with a salary reduction. The District may require reimbursement of NBC salary increases(s) received during the period of time his/her certification had lapsed if the employee does not retire as per his/her stated intent. NBC teachers who have accepted District leadership roles, i.e. facilitator, curriculum leader, lead teacher or coordinator, shall not be required to recertify until such a time as a recertification process is available to them and they shall not be penalized with a salary reduction unless they fail to recertify within three years after recertification becomes available. In this case, if the teacher fails to recertify when a process becomes available, the District may require reimbursement of all salary increases(s) awarded for NBC. If it becomes necessary to seek repayment of the employee's salary because they chose not to recertify, the salary repayment shall be exactly equal to the increase that was received at the time of the original NBC plus salary increases earned, based on that dollar amount.

Nurses who receive their national certification shall receive a 1% salary increase.

Employees at the BA + 24 level, MA + 45 level and PhD level shall be eligible for educational salary adjustments. At the BA + 24 level, employees shall be eligible for two (2) additional 2% salary increases for each 12 hours of education/professional development. Employees at the MA + 45 level shall be eligible for three (3) additional 3% salary increases for each 15 hours of education/professional development. PhD level employees are eligible for an unlimited number of 5% salary increases for each 15 hours of education/professional development. Credits to be counted for educational salary increases for adjustment shall not be retroactive and must be earned after June 1, 2006. Credit will be given for college coursework and or renewal credit classes. Undergraduate coursework taken for credit by MA + 45 and PhD level employees must have prior approval from the employee's evaluator and must be related directly to their teaching assignment.

D. PROFESSIONAL GROWTH CREDITS

1. Credit for advancement on the salary schedule shall be allowed for Board approved inservice courses provided.
2. Credit for advancement on the salary schedule from recognized institutions of higher learning shall be granted provided the course(s) taken are passed successfully and specifically related to the employee's teaching assignment. It is understood that undergraduate credit allowed beyond the master's degree must receive prior approval in writing within a reasonable period of time from the responsible administrator.

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3. All salary level adjustment Credits must be earned on the employee's own time and at their individual expense.
4. Provisions of this Section shall not be retroactive.

E. LEVEL CHANGES

Applications for a level change, NBC adjustment, or an educational salary adjustment shall be made to the Human Resources Office prior to September 15th of the applicable contract year. If a transcript is not available by this date, other satisfactory evidence of the completion of a course will be recognized by the Executive Director-Human Resources pending receipt of the official transcript.

However, the salary adjustment shall not occur until the official transcript is received by the Human Resources Office. The salary adjustment shall be retroactive to the beginning of the school year. If, after making application for a level change prior to the September 15th deadline, an official transcript(s) is not provided on or before November 1st of the applicable contract year, the level adjustment or educational salary adjustment shall not be provided for that contract year. If, after making application for a level change prior to the September 15th deadline, verification of NBC certification is not submitted on or before February 1st of the applicable contract year, the NBC adjustment shall not be provided for that contract year.

Applications for level adjustments are available from the Human Resource office at the ESC or from your building secretary.

F. METHOD OF PAYMENT

1. Each employee shall be paid in equal installments on every other Friday. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day. All new employees will be required to use electronic deposit of payroll.
2. Each employee holding a supplemental contract(s) shall be paid in equal installments on every other Friday beginning on the second payday in September. An employee may elect to have the supplemental salary paid in total upon conclusion of the activity. Such election by the employee shall be made when the supplemental assignment is accepted. In the event an employee enters into a supplemental contract after the timelines have elapsed for paying in equal installments, the employee shall be paid for that supplemental activity in one lump sum upon conclusion of that activity.
3. During the summer recess, for employees not using electronic deposit, the paycheck shall be mailed to the employee's residence or bank. The school district shall not be required to mail a paycheck outside the United States.
4. Each employee shall have the option of receiving the remainder of her/his salary on the second regularly scheduled pay day following the last day of the school year.
5. If for any reason the school district shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be revised by mutual agreement between the parties.

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G. DEDUCTION

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of deduction shall be $1/190$ of the employee's base contract salary. In the event that an employee's duty year is different than the school year, the divisor shall be adjusted accordingly.

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ARTICLE V
EXTRA ASSIGNMENT AND COMPENSATION

A. DEFINED EXTRA ASSIGNMENTS

1. Extended Contract
2. Summer School Assignment
3. District Curriculum Assignment
4. Schedule C Assignment
5. Compensatory Time
6. Short Term Contract

Employee assignment to Schedule C positions shall be made in accordance with applicable state law.

B. EXTRA ASSIGNMENT RATES

1. Assignments defined in Section A 1, 2 and 3 above shall be compensated at a rate based on the employee's base salary from Schedule A. The following shall determine the hourly rate of pay:

$$\text{Rate} = \frac{\text{Employee Base Salary}}{190 \text{ Days}} \div 8 \text{ hours}$$

Application of the 2006-2007 base salary in the above formula shall be effective August 1, 2006.

Any lunch period that occurs during such an assignment shall be non- reimbursed.

It is understood and agreed by the parties that the teaching assignments involving the following summer school course offerings and any other summer school offerings as may be mutually agreed upon are excluded from paid preparation time:

Basketball	Swimming	Work Experience
Football	Gymnastics	Physical Fitness
Media Specialist	Non-Credit Music	Recreational Art
	Non-Credit Drama	

For other summer school teaching assignments, the District shall provide twenty (20) minutes of preparation time for each hour of student contact time, not to exceed sixty (60) minutes per day.

2. Schedule C assignments shall be paid according to Schedule C Point Values. The school district and the Association agree that the assignments listed in Schedule C are official school sponsored activities.

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3. Employees who are required to work additional days before the start of the normal school year, or after the conclusion of the normal school year shall be issued short term contracts and shall be compensated at their normal per diem rate of pay. Specifically:

High School Counselors – up to 20 days
Middle School Counselors – up to 10 days
Elementary School Counselors – up to 5 days
Media Center Personnel at all levels – up to 5 days

Scheduling of the extended contracts, both the timing of and number of days awarded each individual employee shall be agreed upon between the individual and their Principal. Media Center personnel shall be eligible for an allotment of extended contract days in each building they serve. The actual number of extended contract days each building will have available is determined at the District's discretion and is not subject to the grievance procedure of this contract. If agreement cannot be reached, the parties shall refer the matter to the Resolution Team.

C. POSTING

All extra assignment vacancies, except building level extended contracts, shall be posted for a period of five (5) days in all buildings at least once during the school year. Employees, if properly certified, shall have the right to apply for such assignments by advising the responsible administrator within the five (5) day posting period.

D. PHASE I AND PHASE II SALARY SUPPLEMENTS

Available Phase I and Phase II funds received by the District shall be distributed as follows:

1. Phase I and Phase II funds will be included in Schedule A.
2. Should the District not receive expected Phase I and Phase II funding, salaries reflected in Schedule A shall be reduced in an amount to equal the loss of funding. In the event Phase I and Phase II monies have been paid in advance of receipt of funds by the District, and the District does not receive a sufficient amount of Phase I and Phase II funds to cover such payments a reduction in future Schedule A payments shall be made.

E. COMPENSATORY TIME

Employees shall be granted four days of comp time in lieu of additional salary for working extended hours for parent-teacher conferences. The District shall determine the dates on which compensatory time may be used.

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ARTICLE VI DUES DEDUCTION

A. AUTHORIZATION

Any employee may deliver to the school district an assignment in writing duly executed by such employee authorizing payroll deduction of Association dues. As used herein "Association dues" shall mean any payment of monies to the Association or its affiliates specified in writing by the employee on the proper assignment form, provided such shall not be construed to include any initiation fees, special assessments, non-current dues, fines or the like. The form of such assignment shall be designated by the Association. The school district shall not authorize payroll deduction of dues for any other organization claiming to represent employees.

B. REGULAR DEDUCTION

Pursuant to the above authorization, the school district shall deduct the amount described therein from all paychecks commencing thirty (30) calendar days following receipt of such authorization, but no earlier than the first paycheck in October and no later than the final paycheck in June. The school district shall not be required to vary the amount of deduction from one pay date to another.

C. DURATION

A dues deduction authorization shall continue in effect according to its terms, provided such authorization shall be revocable by the giving of notice in writing. The school district shall not be obligated to implement such revocation for a period not to exceed thirty (30) calendar days following receipt of such notice.

D. TERMINATION

Termination of employment shall be deemed to include a notice of revocation of authorization unless the employee shall otherwise advise the school district in writing.

E. TRANSMISSION OF DUES

The school district shall transmit to the Association the total deduction for Association dues within thirty (30) calendar days of their deduction, along with a listing of employees for whom deduction was made, provided the Association shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction, if the Board has made such dues deduction in compliance with this Article.

F. COST

If the school district shall incur additional expenses beyond the normal increase in materials and labor for such dues deduction due to forced use of contracted services with another agency, the Association shall reimburse the school district for the amount thereof.

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G. COMPLIANCE

If for any reason the school district shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be appropriately revised by mutual agreement between the parties.

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**ARTICLE VII
SALARY REDUCTION AND GROUP INSURANCE**

A. FLEXIBLE SPENDING ACCOUNT

Each full-time employee shall be credited with six hundred dollars (\$600.00) per month in a flexible spending account. This amount shall be prorated for part-time employees.

B. SALARY REDUCTION

1. Each employee shall execute an annual election form for the benefits the employee wishes to select from the following list of benefits, subject to the provisions, terms and conditions of the District's salary reduction plan and the provisions, terms and conditions of the insurance policies and plans.
 - a. Health Insurance – four (4) options, including Blue Advantage Standard, Blue Advantage Plus, Alliance Select Standard and Alliance Select Plus. Each plan shall have four levels of coverage available, single, one plus children, one plus spouse and family. Benefits and premiums shall be consistent with Appendix A of this agreement.
 - b. Dental Insurance – Delta Dental Standard or Delta Dental Plus (single or family).
 - c. Term Life Insurance - \$50,000 group term life insurance with an additional \$50,000 for accidental death and dismemberment benefits.
 - d. Dependent Care Expenses.
 - e. Medical Reimbursement Account.
 - f. Additional Salary.
2. The foregoing notwithstanding, all employees must elect the \$50,000 group term life insurance.
3. Any costs of benefits selected in excess of the amount in Section A, the employee's flexible spending account, shall be borne by the employee through salary reduction of the employee's regular salary.

C. DURATION OF FLEXIBLE SPENDING CONTRIBUTIONS

Except as otherwise stipulated in this Agreement, an employee is eligible for District contributions to the flexible spending account as long as the employee is employed by the District. Elected insurance coverage for an employee who terminates employment continues until the end of the period for which the employee has contributed premiums by salary reduction. Any portion of the flexible spending account taken as additional salary shall be prorated to the date of termination.

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D. TRAVEL-ACCIDENT INSURANCE

The school district shall pay the premium for travel accident insurance. The scope of the plan shall be no less than the plan in force for the previous year.

E. LONG-TERM DISABILITY INSURANCE

The school district shall pay the premium for the plan in force on the effective date of this Agreement. The scope of the plan shall be no less than the plan in force for the previous year.

F. TORT LIABILITY INSURANCE

The school district shall pay the premium for liability insurance covering performance of job-related duties as provided in Chapter 670, Code of Iowa.

F. POST EMPLOYMENT HEALTH PLAN (PEHP)

The District shall contribute one hundred fifteen dollars (\$115.00) per month into a trust fund, to be administered by Nationwide Insurance, which will be available to the employee, after their separation from the district, for payment of approved medical expense, including but not limited to, insurance premiums.

H. WORKERS' COMPENSATION

If an employee qualifies for Workers' Compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the Workers' Compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for Workers' Compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the Workers' Compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of Workers' Compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such election. Failure to report within such time limit shall be treated as an election not to have the District supplement the benefits.

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I. CONTINUED COVERAGE

1. An employee on paid leave shall continue to be eligible for District contributions to the travel accident, long-term disability, and the flexible spending account.
2. An employee on unpaid leave for one (1) calendar month or longer shall have elected insurance coverage continue until the end of the period for which the employee has contributed premiums by salary reduction. Any portion of the flexible spending account taken as additional salary shall be prorated to the date the leave commences.

J. CLAIMS AGAINST THE SCHOOL DISTRICT

The District's only obligation under this Article is to make available insurance policies, flexible spending accounts and a salary reduction plan, and to pay such contributions and premiums as agreed to herein. No claim shall be made against the school district as a result of a denial of insurance benefits or denial of a salary reduction election.

K. ELIGIBILITY

For the purposes of this Article, it is understood that only those employees who are employed at least twenty (20) hours or more per week are eligible for District contributions toward the cost of premiums for travel-accident and long-term disability insurance benefits.

L. DESCRIPTIONS

The District shall provide each employee with descriptions of the insurance coverage elected under the salary reduction plan and of long-term disability coverage which shall include a description of benefits and limits of coverage.

**ARTICLE VIII
LEAVES OF ABSENCE**

A. PERSONAL ILLNESS OR DISABILITY

Employees shall be granted leave without loss of pay for personal illness or disability, childbirth, adoption and illness or disability associated with pregnancy as follows:

The first year of employment	10 days
The second year of employment.....	11 days
The third year of employment	12 days
The fourth year of employment.....	13 days
The fifth year of employment.....	14 days
The sixth and each subsequent year of employment.....	15 days

Unused leave shall be accumulated to a maximum of one hundred ninety (190) days. The District retains the right to request a statement from a medical doctor if they have reason to believe that the employee has requested sick leave for purposes other than personal illness.

Employees who exhausted all accumulated leaves hereunder and who remain unable to work due to serious illness or disability may be granted a leave of absence during such period of illness or disability for the balance of the school year and during such leave the employee shall receive his/her salary reduced by the prevailing minimum substitute rate of pay. An employee who is still unable to work shall be eligible for coverage under the disability insurance program maintained by the school district for the benefit of employees. An employee granted leave hereunder during one school year shall not be eligible for such leave thereafter.

An employee adopting a child shall be eligible to use accumulated sick leave for the period of bonding time required by the adoption agency.

Up to six weeks of personal illness leave shall be granted for maternity leaves. Additional leave time may be granted for complications of the pregnancy or delivery and if additional time is recommended by a physician, for concerns related to the mother's health.

Up to 10 days of accumulated personal illness leave may be requested for birth or adoption for paternity leave. This leave may be used on an intermittent basis.

The Resolution Team shall have the authority and flexibility to grant waivers allowing employees to borrow personal illness leave from future allocations to cover maternity and/or paternity leaves and in cases where an employee has exhausted all personal illness leave.

All employees shall be eligible to receive an additional payment contributed to their severance award above the base level. Employees shall receive additional severance amount based on the following:

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Personal illness days used per school year

Per diem days credited to severance package

0	3
1	2.5
2	2
3	1.5
4	1
5	0.5
6	0

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family, an employee shall be granted up to three (3) days of absence without loss of salary or deduction from personal illness or disability leave. Unused leave shall be cumulative to a maximum of fifteen (15) days. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, grandparent or grandchild. A statement from a responsible person other than the employee may be required as proof of illness.

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis by the responsible administrator. The amount of leave allowed for some other person is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to the provision of Article XV of this Agreement.

The Resolution Team shall have the authority and flexibility to grant waivers allowing employees to convert personal illness leave days for family illness leave when the employee's personal situation and circumstances warrant such consideration.

C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted up to five (5) days of leave of absence at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

In case of death of some other relatives, up to two (2) days of absence with full pay shall be granted. Other relatives shall be construed to mean sister-in-law, brother-in-law, aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Additionally, based on travel distance, the death of some other relative may warrant up to three (3) days of leave. Such cases will be considered on an individual basis by the responsible administrator. The amount of leave allowed for the death of some other person and/or relative is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to the provisions of Article XV of this Agreement.

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Bereavement leave may be used on an intermittent basis. Days not used at the time of the death of a family member may be requested at a later date for purposes related to estate issues. For estate issues that may necessitate additional leave, requests may be made under Section O of this Article of the Agreement.

D. EMERGENCY

An employee may be granted emergency leave of no more than two (2) days per year without loss of pay or deduction from personal illness or disability leave. Emergency leave shall not be cumulative.

Emergencies which qualify for use of this leave allowance are those situations of a serious nature which develop suddenly and unexpectedly, which require the employee's immediate attention which cannot be attended to outside of work hours and which are not covered under other provisions. Leave requests will be considered on their individual merits. The written request, to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request, an oral request shall be submitted and then confirmed in writing within one (1) day after returning to work.

Emergency leave may be used in 1 hour increments.

E. PERSONAL LEAVE

Each employee shall be eligible to make application in writing to the Superintendent or designee for one (1) day of personal leave. Application for such leave shall be filed at least three (3) employee working days in advance of such leave, unless the time requirement is waived or modified by the responsible administrator. Such leave shall be without loss of salary or deduction of other leave. If the day is not used by the end of the school year, the District shall reimburse the employee for the unused day at the then prevailing substitute teacher rate of pay. If the employee chooses not to be reimbursed for the unused day, it may be cumulative and used the following year. Maximum accumulation shall be two (2) days. Personal leave shall not be granted during the first ten (10) or last ten (10) employee working days in any school year, or on a day immediately preceding or following a school holiday or vacation period.

F. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the responsible administrator without loss of salary.

G. COURT SUBPOENA

If an employee is issued a court subpoena s/he shall continue to receive full salary less the amount of compensation, exclusive of reimbursable expenses paid to her/him for such service, provided this paragraph shall not apply in any matter to which the school district is a party and the Association and/or one of its affiliates is also a party, if the subpoena has been issued on behalf of a party adverse to the school district.

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H. JURY DUTY

If an employee is called for jury duty, s/he shall continue to receive full salary less the amount of compensation paid to her/him for such service. Application for leave for jury duty should be made to the Superintendent or designee. If the employee is not selected, the employee shall return to work.

I. PROFESSIONAL

Each employee shall be eligible to make application in writing to the Superintendent or designee for professional leave to observe instructional programs or to attend conferences, workshops, or seminars conducted by colleges, universities, educational institutions, or organizations.

J. ASSOCIATION

The school district shall grant a leave of absence without loss of salary to an employee for the purpose of transacting official Association business provided notice thereof is given in writing to the Superintendent or designee ten (10) calendar days in advance. Such notice may be waived by the Superintendent or designee at her/his sole discretion. Evidence of Association approval shall be submitted. In no event shall the number of days granted hereunder exceed forty-five (45) in any school year.

K. MILITARY

Military leave shall be granted in accordance with applicable federal and state laws. Employees shall continue to accrue district seniority while on military leave.

L. GENERAL LEAVES

An employee may apply for a general leave of absence without pay or benefits except as hereinafter provided. Such leave request for the ensuing school year must be submitted by March 1 of the current year. In emergency situations, leave requests submitted after March 1 may be granted by the Superintendent or designee. The granting or withholding of leave requests submitted after March 1 shall not be precedential nor subject to the provisions of Article XV of this Agreement. An employee on unpaid leave for one (1) calendar month or longer shall have the option to continue health and/or dental insurance elected under the salary reduction plan by paying the premium to the District in advance of the date when the school district must transmit such premiums to the carrier.

A leave of absence may be granted for adoption, child rearing, education, health, family illness, travel, and other reasons as deemed appropriate by the Superintendent or designee.

Upon returning to service, the employee shall be assigned to duties for which s/he has State certification and endorsement.

An employee granted leave who satisfactorily completes at least ninety-five (95) days of service in any given year shall be eligible for a step increase.

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An employee on leave for a school year shall be issued a continuing contract for the next school year at the time other employees are offered continuing contracts. The contract offer shall be accepted or rejected within twenty-one (21) days of the offer. For other time periods less than a school year, an employee shall notify the District of her/his intentions thirty (30) days prior to the end of the leave, or her/his employment shall be terminated.

M. ELIGIBILITY

For the purposes of this Article, Sections A-I, a part-time employee shall be granted leave benefits on a pro rata basis.

N. LEAVE OF ABSENCE RESERVE

The District shall establish a leave of absence reserve.

Days may be drawn from the leave of absence reserve by application to the Resolution Team. Applications are available from the Human Resources office at the ESC or from your building secretary. Up to 25 work days annually, per employee, may be granted for the following purposes:

1. To provide care for a critically ill member of the immediate family.
2. To conduct business related to the settlement of an estate.
3. Other purposes deemed appropriate by the Resolution Team.

The Resolution Team shall have the authority to extend leave of absence days beyond the 25 days specified above in unique and unusual situations.

- O.** Leave decisions made by the Resolution Team shall not be subject to the provisions of Article XV-Grievance Procedure. Appeals shall be processed using the staff complaint procedure in Board Policy. Decisions of the Resolution Team shall be deemed to have satisfied the immediate supervisor and Superintendent/designee levels of that procedure.

ARTICLE IX STAFFING PROCEDURES

A. DEFINITIONS

1. Bypass: Resolution Team decision to exclude an employee from the surplus process and/or reduction in force process for reasons pertaining to affirmation action goals and/or to preserve a program. This may be a consideration beginning at step #4 in the Staffing Procedure.
2. Continuing Contract: A contract that is awarded to a licensed employee who is hired for a position for which there is not another district contracted employee on leave.
3. Conversion: After 380 consecutive contract days a "Replacement Contract" converts to a "Continuing Contract".
4. Endorsement: A current and valid authorization within a teaching license approved and awarded by the Iowa Department of Education to teach a specialized area.
5. Equivalent Position: A position with the same number of work hours and equal compensation.
6. FTE: Full Time Equivalency
7. Involuntary Transfer: Movement to a vacancy using the district's right of assignment.
8. Licensure/Certification: Authorization awarded by the Iowa Department of Education to teach.
9. Opening: Potential spot for realignment, reassignment, leave of absence returns, involuntary transfers, recalled employees, and placement from the surplus pool. An opening may become a vacancy (see definition of vacancy) and the Human Resources Office will give notification of the change to vacancy.
10. Realignment: Mutual agreement between employee and administrator to change the employee's assignment without going through the application and interview process. Occurs only within a building and in areas where the principal/hiring administrator has discretion. Employee can only be realigned into a licensure area that the employee currently holds.
11. Reassignment: District's right to assign personnel to best meet the needs of the district. Occurs only within a building and in areas where the principal/hiring administrator has discretion. Employee can only be reassigned into a licensure area that the employee currently holds. Decisions are not subject to grievance or appeal procedures.
12. Replacement Contract: A contract that is awarded to an employee for no longer than one (1) school year. After 380 consecutive contract days, a "Replacement Contract" converts to a "Continuing Contract".

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13. Resolution Team: A problem solving team comprised of district and association personnel.
14. Seniority: The number of days, prorated by the employee's FTE, that an employee works for the Cedar Rapids Community School District, in the bargaining unit, beginning with the most recent date of hire.
15. Staff Allocation: The total number of staff allowed for each building by the district.
16. Surplus: Process used to remove excess staff from buildings. Surplused staff are placed in district openings that are equivalent positions and for which they are licensed, in the order of their seniority.
17. Transfer: Movement to a vacancy using the hiring practices.
18. Vacancy: A position that exists after the options for realignment and reassignment have been exercised. This is the only place where a transfer or a person from outside of the district may fill a position.
19. Voluntary Surplus: Can occur after step 3 in the Staffing Procedures when an employee's
 - *FTE is reduced
 - *New job assignment is substantially different

Employee is required to seek a consultation with a member of the Resolution Team before requesting to be voluntarily surplused.

B. STAFFING PROCEDURES

1. The District determines and provides staffing allocation to each building.
2. If the building staff must be reduced the building principal and an appropriate central office administrator will decide in which area the reduction will occur.
3. a) Realignment within a building can only be done when there is an opening and where the hiring administrator has discretion. An employee who requests, but is denied realignment may request and shall receive from the principal/hiring administrator a written explanation of the decision.

b) Reassignment can be done at any time where the principal/hiring administrator has discretion.
4. The person in the building and area to be reduced with the least district seniority goes into the surplus pool. Bypassing can become an option at this level if mutually agreed on per a case-by-case review before the Resolution Team.
5. The employees returning from leave of absence are placed into the surplus pool.
6. Employees in the surplus pool are placed in existing openings according to seniority, licensure, experience and to create the least disruption to the building.

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7. Any employee in the surplus pool who is not placed may displace the least senior district employee in one of the originally-surplused-employee's licensure areas. The newly displaced person will enter the surplus pool. Step 7 may be repeated with the newly supplused person.
8. Concerns about any part of the staffing process may be referred to the District Resolution Team. However, reassignment and realignment are not subject to grievance or appeal. Transfers and reduction in force (RIF) decisions are subject to grievance or appeal.
9. Involuntary transfer and placement made out of the surplus pool may not be exercised into an alternative calendar school without the consent of the employee, excluding employees currently on the alternative calendar schedule.

C. REDUCTION IN FORCE (RIF)

1. Employees remaining in the surplus pool after all openings for which they are currently licensed have been filled are subject to reduction in force. (RIF)
2. If the school district, in its sole discretion, shall determine to reduce staff, an effort shall be made to accomplish such reduction by attrition.

If such reduction or dismissal occurs, those employees with Class B or Class C teaching licenses and/or those who have received an emergency extension of a Class A, B, C or D license shall be reduced first. Additional employees will be reduced according to the following seniority ranges:

0 to 385 days, 386 to 955 days, 956 to 1525 days, 1526 days or more.

Employees with 1526 days or more of seniority shall be reduced according to seniority commencing with the employee having the least seniority.

No employee shall be reduced in force unless all other employees in the lowest seniority ranges have been reduced in force, except that the District Resolution Team may bypass seniority considerations if an employee is essential to maintain existing programs or the affirmative action program.

Within seniority ranges the selection of an employee for reduction in force shall be at the discretion of the school district.

D. NOTIFICATION OF REDUCTION IN FORCE

1. The District shall provide written notice to the Association and to each employee who may possibly be affected by the Reduction in Force no later than April 30.
2. Any employee subject to RIF will have 2 years of recall rights in reverse order of the reduction in force for any equivalent vacancy that they are eligible to be placed. The employee may turn down a placement if it is of lesser FTE or it is not equivalent and retain their recall rights.

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Written notice of recall shall be sent to said employee at his/her last known address by certified letter, using restricted delivery service, with delivery receipt requested. It will be the responsibility of each employee to notify the Human Resources Office of any change in address. A copy of said notice shall be sent to the Association.

Failure of the employee reduced, pursuant to the provisions of this Article, to respond to a certified letter from the school district within five (5) calendar days after the receipt of notice, shall result in termination of the employee's right to recall.

If the employee accepts recall to a position of lesser FTE, he/she shall retain recall rights for a two (2) year period from the date of the lesser FTE acceptance, to a position of greater FTE. The greater FTE is not to exceed the FTE position from which the employee was reduced.

E. SENIORITY

1. Seniority as defined in this Article shall mean the total continuous service in the school district from the most recent day of hire and total numbers of days worked. Seniority shall accrue until the employee is terminated. For the purpose of the preceding sentence, a replacement employee will not be treated as having been terminated if she/he is rehired within fifteen (15) working days after the beginning of the succeeding school year.
2. Seniority is awarded based on FTE. Seniority shall apply system-wide. Employees transferred shall retain their prior seniority in the District.
3. Breaks in Service: If an employee leaves a position represented by the Association, and remains an employee of the school district, the employee's accumulated seniority shall be frozen. If the employee returns to the bargaining unit, they shall receive credit for seniority previously earned as a member of the bargaining unit.

ARTICLE X HIRING PROCEDURES

A. VACANCY

A vacancy is a position that exists after the options for realignment and reassignment have been exercised. A transfer or a person from outside of the district may fill a vacancy.

1. All vacancies will be posted for at least 5 days. The only incidences in which a vacancy may be permanently filled earlier than five (5) working days after the date of the posting are:

*When a vacancy occurs within a sixty (60) calendar day period beginning thirty (30) calendar days prior to the first day of pre-service each school year.

*When a vacancy occurs within a ten (10) day period prior to the typical start of a Schedule C assignment.

2. All vacancies shall include:

- a. The date of the posting.
- b. The first possible hiring date.

3. The District will prepare a job description for each posting. The job description may include:

- a. Minimum qualifications for the vacancy.
- b. Specific requirements of the position, i.e. transporting students, performing medical procedures, etc.
- c. Applicable building philosophy programs and schedules.
- d. Special student needs or demands to be considered.

The hiring administrator may modify the job description to reflect specific building/student needs.

4. Job descriptions will be made available to candidates before interviews take place.
5. The appropriate principal/hiring administrator should consult with a hiring committee to make decisions regarding staffing. If more than one candidate has applied for the position, the determination as to which candidate shall be offered the position, shall be made by the principal/hiring administrator. Hiring teams will receive training and should consider the following criteria:
 - a. Building needs
 - b. Licensure/Certification
 - c. Endorsements
 - d. Experience
 - e. Seniority
 - f. Student needs

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The committee shall have the flexibility to determine the appropriate weight of each of the above listed criteria in making their selection.

6. Any employee not selected for a transfer may request and shall receive from principal/hiring administrator a written explanation of the decision
7. Notification of Vacancies: An updated, electronic list of vacancies shall be posted by the Director of Human Resources/designee. At all times, an updated hard copy list of current vacancies shall be available at the Department of Human Resources.
8. Any employee shall have the right to apply for any vacancy for which she/he is licensed by so advising the principal/hiring administrator of the building where the vacancy exists and the Director of Human Resources/designee within the posting period. The employee applying for a vacancy may request an interview with the principal/hiring administrator. Any applicant who does not receive a requested interview shall, upon his/her written request to the principal/hiring administrator, be given in writing the reason(s) why the interview was not granted. All applicants not selected for a requested transfer shall be informed of the rationale for the selection.
9. An employee hired to replace bargaining unit personnel on approved leave shall be given a Replacement Contract. A replacement employee shall be advised of his/her status at the time of hire and will be advised of the expected duration of employment as a replacement employee.

B. INVOLUNTARY TRANSFERS

An employee involuntarily transferred, as determined and directed by the District, shall be notified of such an action as promptly as possible. Every effort shall be made to give such notice at least fourteen (14) calendar days before the transfer is to take place. The district shall consider the following factors when an involuntary transfer is required:

- a. Building Needs
- b. Licensure/Certification
- c. Endorsements
- d. Experience
- e. Seniority
- f. Student Needs

At the employee's request, a conference shall be held with the employee's immediate supervisor to discuss the action and reason(s) for the transfer.

ARTICLE XI EMPLOYEE EVALUATION

A. ORIENTATION PROCEDURES

1. Orientation to the procedures shall be conducted for all employees during pre-service activities by the evaluator/designee.
2. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.

B. EVALUATION PROCEDURES FOR TEACHERS NEW TO THE TEACHING PROFESSION:

Teachers who hold an “Initial” License from the Board of Educational Examiners (who are in their first or second year—or their third year under certain circumstances—in the teaching profession) are considered “beginning” teachers. They are evaluated using the following procedures:

1. At least one observation of the beginning teacher will be conducted by the evaluator in each of the first and second years of their profession.
2. The beginning teacher will be asked to complete and submit to his/her evaluator either a hard copy or electronic (ePortfolio) version of a professional portfolio that documents his/her performance under the eight (8) Iowa Teaching Standards. The CRCSD mentoring/induction program will provide the necessary support structures for this endeavor.
3. Prior to the last ten (10) days of the beginning teacher’s first year, the evaluator will complete a summative assessment of the teacher’s performance to that point in the Iowa Teaching Standards.
4. At the end of the second year, the evaluator will complete a State Summative Evaluation of the teacher’s performance in the eight (8) Iowa Teaching Standards.
 - a. If the evaluator determines the teacher MEETS all eight (8) Standards, he/she will be recommended for a “Standard” teaching license.
 - b. If the evaluator determines that the teacher does NOT MEET ALL eight (8) Standards, he/she will NOT be recommended for a “Standard” teaching license. He/she will either be recommended for a third year of mentoring/induction (if the evaluator feels that in one more year the teacher will be able to meet all eight standards) or he/she will NOT be eligible for renewal of teacher licensure, per state code of Iowa. A beginning teacher in this circumstance has a right to file an appeal with an adjudicator.
5. Teachers who are new to the district and who are in their second year in the profession OR teachers who are in their first or second year in the profession whose experience occurred out-of-state or in a non-public school in Iowa, will be part of the mentoring/induction program for a minimum of two years. For each of these teachers, the evaluator will conduct part 1 above. If the evaluator confirms that, at the end of the teacher’s second year in the Mentoring and Induction process, the teacher meets all 8 (eight) Iowa Teaching Standards, the evaluator will complete a State Summative Evaluation at the end of that year. However, if the evaluator

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confirms that the teacher does not yet meet all 8 (eight) standards, the teacher may be asked to participate in a third year of mentoring and induction.

C. EVALUATION PROCEDURES FOR TEACHERS NEW TO THE CRCSD BUT NOT NEW TO THE PROFESSION:

Teachers who hold a “Standard” or “Master Teacher” license from the Board of Educational Examiners are considered “career” teachers.

When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.

Career teachers who are new to the CRCSD will be evaluated using the following procedures:

1. At least one observation of the new career teacher will be conducted by the evaluator in the first year of his/her service. (See Article XI, section E for observation procedures.)
2. Prior to the last ten (10) days of the new career teacher’s first year in the district, the evaluator will complete a summative assessment of the teacher’s performance in the Iowa Teaching Standards. The evaluator will provide the teacher with a copy of the completed summative evaluation at least one day prior to the conference.
 - a. The evaluator shall document and discuss the teacher’s competence in the Iowa teaching standards. It is desirable for these discussions to be centered around artifacts and/or evidence brought forward by either the teacher or the evaluator.
 - b. If additional documentation, evidence, or artifacts are requested by the evaluator, a mutually agreed upon time will be set for a follow-up meeting.
 - c. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin a discussion of future career goals that might be included in the following year’s individual career development plan. This conference may be included as part of the post-observation conference in those situations when the evaluator has no major concerns regarding the teachers’ performance.
 - d. Both the evaluator and the teacher shall sign and date the summative evaluation. Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy. The teacher has a right to respond to the summative evaluation in writing and have that attached to the evaluation when it is placed in the personnel file.
 - e. When an evaluator notes concerns about the teachers’ performance, but said concerns do not constitute a deficiency, the teacher and evaluator shall agree on goals for the upcoming Individual Career Development Plan to address the concerns.
 - f. When an evaluator notes concerns about the teacher’s performance that constitute a deficiency, the evaluator shall inform the Resolution Team so that support procedures may be implemented.

D. EVALUATION PROCEDURES FOR TEACHERS WHO ARE NOT NEW TO THE CEDAR RAPIDS COMMUNITY SCHOOLS AND NOT NEW TO THE TEACHING PROFESSION (VETERAN CRCSD TEACHERS):

Teachers who hold a “Standard” or “Master Teacher” license from the Board of Educational Examiners are considered “career” teachers. Career teachers who have served more than one year in the CRCSD will be evaluated using the following procedures:

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1. Every year, every career teacher will complete an Individual Career Development Plan (ICDP). He/she will determine a professional development goal(s) and meet with his/her evaluator in the first 45 (forty-five) days of the school year to seek approval for the selected goal(s). The achievement or progress toward the goal(s) will be discussed in the following school year within the first 45 (forty-five) days of that school year. Also during that discussion, that year's ICDP will be determined. Modification of the plan after the initial approval may be done at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.
2. Every third year, the career teacher will undergo a Performance Review. In a teacher's Performance Review year:
 - a. The evaluator will conduct at least one observation of the career teacher.
 - b. The evaluator will complete a summative assessment, the Performance Review Summative Evaluation, of the career teachers' work under the 8 (eight) Iowa Teaching Standards. It is desirable for performance review evaluation discussions to be centered around artifacts and/or evidence brought forward by either the teacher or the evaluator.
 - c. The teacher will be required to submit at least one artifact from each of the following: a student, a parent, another teacher, and another evaluator (someone who has completed the state training for evaluators). The teacher may also be asked to provide additional supporting documents/artifacts to verify his/her work under the 8 (eight) Iowa Teaching Standards. The evaluator will determine on a case-by-case basis the amount of other artifacts/documentation required of the teacher.
 - d. The performance review conference shall be completed prior to the final 10 (ten) days of the school year. During this conference:
 - 1) The evaluator shall document the teacher's continued competence in the Iowa teaching standards.
 - 2) If, at the conference, additional documentation, evidence, or artifacts are requested by the evaluator, a mutually agreed upon time will be set for a follow-up meeting to review said documents, evidence, or artifacts.
 - 3) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the his/her next Individual Career Development Plan.
3. Both the evaluator and the teacher shall sign and date the Performance Review Summative Evaluation. Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she has received a copy. The teacher has a right to respond to the Performance Review Summative Evaluation in writing and have that attached to the review when it is placed in the personnel file.
4. When an evaluator notes concerns about the teacher's performance, but said concerns do not constitute a deficiency, the teacher and evaluator shall agree on goals for the upcoming Individual Career Development Plan to address the concerns.

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E. OBSERVATION PROCEDURES

1. At least one observation shall be for a continuous length of time no shorter than 30 minutes and shall be conducted at a mutually agreed upon date and time. No observation shall be conducted during the first 20, or last 20 days of the contract year, except by mutual agreement. No observation shall be conducted the day before or after a day of vacation or holiday, except by mutual agreement.
2. The evaluator and teacher shall mutually agree upon dates for the pre-conference, observation and post-conference meetings. The pre-conference must be at least two days prior to the observation. The post-conference must be no later than 5 days following the observation.
3. The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.
4. A classroom observation shall not be considered a meeting for purposes of representation.
5. Nothing shall preclude additional informal observations of the teacher's performance.

F. REPRESENTATION

The teacher may have a representative present at any meeting involving evaluation. However, the timelines shall not be delayed or disrupted. Representatives must be available within a reasonable timeframe.

G. EVALUATION SUMMARY

A career teacher/nurse who receives a formal written evaluation that concludes the employee's performance is in part or, overall unsatisfactory may file a grievance alleging that the evaluation is incomplete, inaccurate, or unjust. The timelines and procedures of Article XV shall apply.

SUPPORT PROCEDURES

A. CAREER TEACHER SUPPORT PROCEDURES

Level 1: Intervention

1. If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, the standards not being met must be identified, and the information and evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the support. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.
2. A support plan shall be created that focuses only on the Iowa Teaching Standards/Criteria that are found to be deficient.

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3. The support plan shall include action steps, resources and assessment procedures, as well as a timeline.
4. If expectations are met at Level 1, none of the documents created at Level 1 will be placed in the official personnel record of the teacher.
5. If expectations are not met at Level 1, the evaluator shall make a recommendation to continue remediation at Level 2. If remediation is continued to Level 2 the Level 1 documents become part of the official personnel record.
6. Teachers are expected to maintain the improvements made during an intervention. If a teacher is identified as having a deficiency by their evaluator and the deficiencies cited have previously been addressed through intervention, the district may choose to bypass Level 1 and move to Level 2 remediation.

Level 2: Remediation

1. Career teacher support is designed to provide clear intervention for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing support.
2. Support Procedures:
 - a) The support procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the support plan which identifies actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory.
 - b) The support plan shall include action steps, resources, and assessment procedures, as well as a timeline.
 - c) At the request of the teacher a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s).
 - d) The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the evaluator unless failure to do so would violate the mentor's legal obligations. The mentor's observations and/or comments do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
 - e) The teacher and the mentor(s) may be provided release time during the regular school day to collaborate.

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- f) After the support plan has been completed, or upon receipt of a written request from a teacher to discontinue the process, the evaluator shall make one of the following recommendations:
 - 1. Concern resolved, the teacher returns to the individual career development plan.
 - 2. Progress noted, a new support plan is developed.
 - 3. Concern not resolved, a recommendation will be made to place the teacher on Intensive Assistance.
- g) The evaluator shall share with the teacher the completed Support Plan Summary including the information and evidence used to make this recommendation. The teacher's signature does not necessarily indicate agreement. The teacher has the right to respond to the recommendations in writing.

Level 3: Intensive Assistance

Intensive Assistance is required by state law and is not subject to either bargaining or grievance procedures.

B. REPRESENTATION

The teacher may have a representative present at any meeting involving evaluation. However, the timelines shall not be delayed or disrupted. Representatives must be available within a reasonable timeframe.

C. EVALUATION SUMMARY

An employee who has completed at least three (3) years of continuous service with the district and who receives a formal written evaluation that concludes that the employee's performance is in part or, overall unsatisfactory may file a grievance alleging that the evaluation is incomplete, inaccurate, or unjust. The timelines and procedures of Article XV shall apply.

D. DISCIPLINARY ACTIONS

Those actions identified by the District as disciplinary in nature shall not be subject to the terms and conditions of evaluation and/or support.

ARTICLE XII PROFESSIONAL DEVELOPMENT

A. DEFINITION

Professional development shall be defined as activities that improve and increase the staff's knowledge of the academic subjects they teach and/or enable staff to become more effective in their work.

B. PROFESSIONAL DEVELOPMENT COMMITTEE

The Professional Development Committee shall consist of at least eight (8) members. One-half (1/2) of the members of the Committee shall be appointed by the Association. The remaining one-half (1/2) of the Committee shall be appointed by the District.

The Superintendent or designee shall serve as chairperson of the Committee.

C. FUNCTION

The Professional Development Committee help organize and support the various professional development needs of the District.

D. RESPONSIBILITY

The administration of professional development shall be the responsibility of the District.

E. PROFESSIONAL DEVELOPMENT TIME

Employees shall be required to attend eight (8) hours of development sessions annually, in not less than two (2) hour increments. Sessions shall be scheduled and announced no less than two (2) weeks in advance.

Contractual leaves may be used when an employee cannot attend.

Professional development may be different within a building/site for differing teams/groups/departments.

Administrators and teachers should work together to determine the professional development needs of their building/site and how best this time can be used to improve student achievement.

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ARTICLE XIII
HEALTH PROVISIONS

A. PHYSICAL EXAMINATIONS

The school district shall pay the entire cost of a physical examination required as a condition of continuing employment.

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**ARTICLE XIV
SAFETY PROVISIONS**

A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under patently unsafe or hazardous conditions or to perform tasks which endanger their health or safety, provided this shall not excuse employees from taking such actions as may be required to safeguard students who are under the care or supervision of school employees.

B. USE OF REASONABLE FORCE

An employee may, within the scope of his/her employment and pursuant to school district policies, administrative regulations, and directives using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect students who are under the supervision of school employees, or to protect school district property. This paragraph shall not be construed as to condone any action which is in any respect not lawful.

ARTICLE XV GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Grievant: A "grievant" is the person(s) or the Association making the allegation.
3. Day: As used herein, "day" shall mean employee working day, except during the summer recess when it shall mean days on which the Educational Service Center is open. The time limits provided herein may be extended by mutual agreement in writing.

B. PROCEDURES

1. Informal: An employee shall first discuss the allegation with the principal or responsible administrator with the object of resolving the matter informally.
2. District Resolution Team: If the matter can not be resolved with the principal or responsible administrator, the employee will contact the District Resolution Team Facilitator. The matter will be discussed at the first possible District Resolution Team meeting.
3. Formal
Level One: If the grievance cannot be resolved informally, the grievant may file the grievance in writing with the building principal or responsible administrator. The written grievance shall state the nature of the grievance, the specific provisions of the agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at level one must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence. The principal or responsible administrator shall make a decision on the grievance and communicate it in writing to the employee and the Association within ten (10) days after receipt of the grievance, provided at the request of the principal or responsible administrator, a meeting shall be held with the grievant to discuss such grievance, in which event the principal or responsible administrator shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser. Should a grievance occur within twenty (20) days immediately prior to the last work day of the school year, the time for the filing of a formal written grievance at level one may be extended into the next year, at the option of the grievant, for a period up to the difference between twenty (20) days and the number of days expended prior to the last work day of the school year. Should a grievance occur during the summer recess, the deadline for filing the formal written grievance shall be extended to a date twenty (20) days beyond the first work day of the following school year.
4. Level Two: In the event a grievance has not been satisfactorily resolved at the first level, the grievant may file, within ten (10) days of the administrator's written decision at the first level, a copy of the grievance with the Superintendent or designee. Within seven (7) days after such written grievance is filed, the grievant and the Superintendent or designee shall

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meet to consider the grievance. The Superintendent or designee shall file an answer within ten (10) days of such meeting and communicate it in writing to the employee and the Association.

5. Level Three: If the grievance is not resolved satisfactorily at level two, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Association shall submit a written request on behalf of the Association and the grieving employee(s) to the Superintendent within twenty-five (25) days from receipt of the level two answer. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, within seven (7) days the American Arbitration Association shall be requested to provide a panel of at least seven (7) arbitrators, from which a selection shall be made in accordance with its practices.

The costs for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Association. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him, and his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. GROUP GRIEVANCE

If a grievance involves a group of employees, the grievance shall be submitted in writing by the Association to the responsible administrator at level one. The filing of a group grievance must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

D. REPRESENTATION

The grievant(s) shall be present at all meetings, and at the option of the grievant(s), may be represented at such meetings by a representative of the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

E. MISCELLANEOUS

All records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

All meetings and hearings under this procedure shall be conducted in private. When it is required for a grievant or an Association representative to meet regarding a grievance during the work day, to participate in any meetings or hearings hereunder, said grievant and representative shall be released without loss of compensation.

Any investigation or the processing of any grievance shall be conducted so as to result in a minimum of interference with or interruption of the instructional program and related work activities of the grieving employee or of the teaching staff, provided the foregoing shall not be applicable to any grievance meeting called pursuant to Section B of this Article or to any other grievance-related activity prescribed by the school district.

Failure to file a grievance within the stipulated time or failure to appeal the grievance from one level to another within the stipulated period therein shall constitute a waiver of the grievance. Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

ARTICLE XVI MISCELLANEOUS

A. MILEAGE ALLOWANCE

Employees shall be reimbursed at the rate for state employees for authorized use of personal cars in connection with school district business. Employees who are assigned to more than one (1) school per day shall be reimbursed at the rate for state employees for all necessary driving done between arrival at the first assigned building at the beginning of the school day and the time of departure from the last location at the close of the work day. Employees so assigned agree to take the shortest possible route between schools unless an alternate route shall be approved by the responsible administrator.

B. ACCESS TO INFORMATION

Upon reasonable notice, the school district agrees to furnish the Association relevant information as requested to develop proposals negotiable hereunder or required to enable the Association to process a grievance hereunder, provided this shall not require the school district to research or assemble information not readily available. The Association shall reimburse the school district for the reasonable cost of assembling or researching information not readily available or to reproduce information previously furnished.

C. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the District, and one (1) copy shall be distributed to each employee by the Association. Upon request, additional copies shall be provided to the Association at cost.

D. NEGOTIATING MEETINGS

When negotiations are conducted during regular school hours, the Association's negotiating team, not to exceed five (5) employees, shall be released from their teaching assignments, provided there shall be no requirements to schedule negotiations during school time on more than half of the days on which negotiations are held. As used herein, "days" means employee work days. Employees serving as resource consultants to the Association's negotiating team, not to exceed two (2) in number, may be excused with pay from their regular assignment to participate in negotiations held during school time.

E. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party.

August, 2006

1. If by Association, to school district at:

The Superintendent's Office
346 Second Avenue SW
Cedar Rapids, Iowa 52404

2. If by school district, to Association at:

240 Classic Car Ct. SW, Suite B
Cedar Rapids, Iowa 52404

ARTICLE XVII
COMPLIANCE CLAUSES AND DURATION

A. INDIVIDUAL EMPLOYEE CONTRACTS

Any individual contract between the school district and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract shall be executed on behalf of the school district as required by law.

B. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

C. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

D. TERM

This Agreement shall be effective as of July 1, 2006, and shall continue in effect through June 30, 2007.

All language in this agreement shall be deemed to be living language. As such, either party may request open negotiations regarding any part of the contract, at any time. The parties shall bring their bargaining teams together to negotiate the requested issue(s). Any impasse that results shall be resolved through final and binding arbitration as established in the Grievance procedure of this contract.

Total package economic improvements (salary, insurance, etc.) to the contract for the 2007-2008 shall include the total package settlement agreed to by the Association and approved by the School Board. Distribution of economic improvements shall be determined by the Association and approved by the School Board.


August, 2006


E. SIGNATURE CLAUSES


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all in August of 2006.

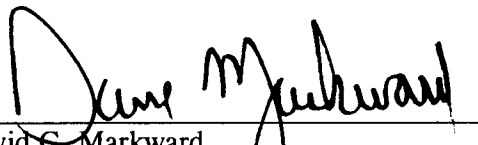
CEDAR RAPIDS EDUCATION
ASSOCIATION

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT
in the County of Linn, State of Iowa.

By 
Gary Anhalt
President, CREA

By 
Mary Meisterling
President, Board of Education

By 
Tammy Wawro
Negotiations Committee Chair

By 
David C. Markward
Superintendent, Cedar Rapids Community School District

August, 2006

Schedule C

Supplemental Schedule

(Competitive Sports, Academic and Athletic Intramurals
Performing Arts and Competitions)

S-Senior, M-Middle, E-Elementary

Point Value = \$108.05

Point Weighting = 1.5 for MS positions and 2.0 for HS Positions

POSITION	Level	0 – 5 Years		6 + Years	
		Points	Dollars	Points	Dollars
Intramurals, Athletic	E	16	3,457	18	3,890
C/NC Academic Program	E	7	756	9	972
Intramurals, Academic	E				\$3.75/student
Intramurals, Athletic	M	4	648	6	972
C/NC Academic Program	M	7	1,134	9	1,459
Intramurals, Academic	M				\$3.75/student
Activities Coordinator	M	23	3,728	25	4,052
Student Government	M	16	2,593	18	2,917
Drama	M	16	2,593	18	2,917
Drama Tech	M	13	2,107	15	2,431
Vocal Music	M	18	2,917	20	3,241
Band	M	19	3,079	21	3,403
Orchestra	M	18	2,917	20	3,241
Basketball	M	13	2,107	15	2,431
Bowling	M	8	1,297	10	1,621
Football	M	14	2,269	16	2,593
Soccer	M	13	2,107	15	2,431
Swimming	M	13	2,107	15	2,431
Tennis	M	13	2,107	15	2,431
Track	M	13	2,107	15	2,431
Volleyball	M	13	2,107	15	2,431
Wrestling	M	13	2,107	15	2,431
Assistant Coach	M	60%		60%	
Intramurals, Athletic	S	15	3,241	17	3,674
C/NC Academic Program	S	7	1,513	9	1,945
Intramurals, Academic	S				\$3.75/student
Drama	S	26	5,618	28	6,051
Drama, Assistant	S	50%	2,809	50%	3,025
Drama Tech	S	26	5,618	28	6,051
Drama Tech, Ass't.	S	50%	2,809	50%	3,025

August, 2006

Debate or Speech	S	21	4,538	23	4,970
Debate or Speech, Assistant	S	50%	2,269	50%	2,485
Local Music	S	30	6,483	32	6,915
Vocal Music, Assistant	S	70%	4,538	70%	4,840
Choreographer	S	7	1,513	9	1,945
Band	S	30	6,483	32	6,915
Band Assistant	S	70%	4,538	70%	4,840
Orchestra	S	23	4,970	25	5,402
Newspaper	S	20	4,322	22	4,754
Yearbook	S	20	4,322	22	4,754
Literary Magazine	S	9	1,945	11	2,377
Student Government	S	16	3,457	18	3,890
Poms	S	20	4,322	22	4,754
Cheerleading	S	24	5,186	26	5,618
Cheerleading, Ass't.	S	60%	3,112	60%	3,371
Baseball	S	28	6,051	30	6,483
Baseball, Ass't.	S	60%	3,630	60%	3,890
Basketball	S	29	6,267	31	6,699
Basketball, Ass't.	S	60%	3,760	60%	4,019
Bowling	S	13	2,809	15	3,241
Cross Country	S	17	3,674	19	4,106
Football	S	31	6,699	33	7,131
Football, Ass't.	S	60%	4,019	60%	4,279
Golf	S	14	3,025	16	3,457
Soccer	S	26	5,618	28	6,051
Soccer, Ass't.	S	60%	3,371	60%	3,630
Softball	S	28	6,051	30	6,483
Softball, Ass't.	S	60%	3,630	60%	3,890
Swimming	S	26	5,618	28	6,051
Swimming, Ass't.	S	60%	3,371	60%	3,630
Tennis	S	19	4,106	21	4,538
Tennis, Ass't.	S	60%	2,463	60%	2,723
Track	S	27	5,834	29	6,267
Track, Ass't.	S	60%	3,501	60%	3,760
Volleyball	S	27	5,834	29	6,267
Volleyball, Ass't.	S	60%	3,501	60%	3,760
Wrestling	S	28	6,051	30	6,483
Wrestling, Ass't.	S	60%	3,630	60%	3,890
Athletic Trainer	S	33	7,131	35	7,563
Weight Room	S	17	3,674	19	4,106
Assistant Coach	S	60%		60%	

Letter of Understanding Between
Cedar Rapids Community School District

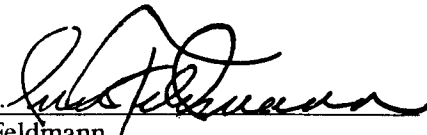
And

Cedar Rapids Education Association

The District and Association agree to the following:

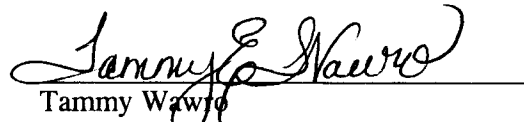
The District shall have the option to place a new employee at the maximum salary of the range of salaries for that employee's appropriate level and years of experience. This option may be exercised to attract qualified candidates in hard-to-fill positions and/or to attract qualified minority teachers. The District is required to provide notice to the Association each time this option is exercised and the Association shall have the right to appeal and/or grieve requested placement.

For the District:


Ann Feldmann
Executive Director of Human Resources

8/10/06
Date

For the Association:


Tammy Wawro
Vice President, CREA

8/10/06
Date

Letter of Understanding Between
Cedar Rapids Community School District

And

Cedar Rapids Education Association

The District and Association agree to the following:

An Association-District Task Force is herein agreed upon for the explicit purpose set forth below. The Task Force will consist of five (5) members appointed by the Association and five (5) members appointed by the District. Both the Association and the District will attempt to appoint Task Force members that are representative of the broad interests of our system. The Task Force shall elect a chairperson and a secretary.

During the 2006-07 school year, the Task Force will research current practice in Cedar Rapids and best practices from other Districts/systems and bring recommendations back to bargaining for system change/improvement in the area of teacher workload.

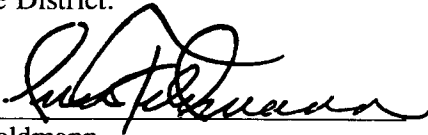
Topics to be considered include, but are not limited to:

- Team planning time
- Professional development needs
- Accountability demands, internal and external
- Stress
- Workload
- Scheduling
- Staffing

The Task Force's recommendations shall also include proposed timelines and assessment measures.

Our core belief in creating and empowering this Task Force is that careful attention to staff morale and needs will result in increased student achievement.

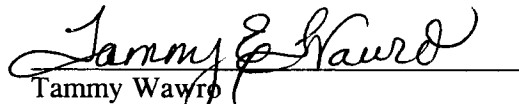
For the District:



Ann Feldmann
Executive Director of Human Resources

8/10/06
Date

For the Association:



Tammy Wawro
Vice President, CREA

8-10-06
Date